

# Exhibit 1

WYNN'S EXTENDED CARE, INC.\*

6303 Blue Lagoon Drive, Suite 225 • Miami, FL 33126 • 1 (800) 901-6182

\*Not affiliated with Wynn Oil Company

CONTRACT NO. CAP

10000525178

# WYNN'S PLUS<sup>SM</sup>

## USED VEHICLE SERVICE CONTRACT/APPLICATION

This document is an **Application** for a **Vehicle Service Contract**. If this **Application** is accepted by **Us**, then it will become **Your Contract** (**THIS STATEMENT IS NOT APPLICABLE IN ARIZONA**). The words in boldface type (other than the headings in this **Contract**) are defined in the "Definitions" section below.

CUSTOMER INFORMATION				SELLING DEALER			
Name <b>ROBERT A BATES</b>				Name <b>LUNDY MOTORS LLC</b>			
Address <b>1121 RALEIGH AVE</b>				Address <b>1251 W. DANVILLE STREET</b>			
City <b>SOUTH HILL</b>		State <b>VA</b>	Zip <b>23970</b>	City <b>SOUTH HILL</b>		State <b>VA</b>	Zip <b>23970</b>
Telephone <b>434-447-4403</b>				Telephone <b>434-774-5852</b>		Dealer Account No. <b>HFC</b>	

VEHICLE INFORMATION			
Vehicle Identification Number (VIN) <b>1HGEM22944L013468</b>			
Current Odometer Reading <b>140,550</b> Miles (Not to exceed 175,000 miles)			
Year <b>2004</b>	Make <b>Honda</b>	Model <b>Civic</b>	Class <b>2D Coupe</b>
Contract Price \$ <b>2,050.00</b>			
Lienholder - Credit Acceptance			
Vehicle Purchase Price \$ <b>7,490.00</b>			

CONTRACT INFORMATION	
Standard Deductible: \$100	CA Approval #: <b>79809394</b>

COVERAGE TERM (Please check one box)	
Coverage Type: <b>Wynn's Plus Deluxe Coverage</b>	<input type="checkbox"/> 24 Months/ 24,000 Miles
Coverage begins on the date that the <b>Contract</b> was purchased and expires upon the passing of the number of months or miles specified above, whichever occurs first. This <b>Contract</b> must be purchased on date of Vehicle sale.	<input checked="" type="checkbox"/> 48 Months/ 48,000 Miles

ADDITIONAL COVERAGES (Must be purchased if Vehicle is equipped with the following — check those that apply):		
<input type="checkbox"/> Vehicles with 100,001-125,000 Miles	<input type="checkbox"/> Exotic Vehicles	<input type="checkbox"/> Turbo/Supercharger
<input checked="" type="checkbox"/> Vehicles with 125,001-150,000 Miles	<input type="checkbox"/> Four Wheel Steering/Four Wheel Drive	<input checked="" type="checkbox"/> Current + 11 Model Years
<input type="checkbox"/> Vehicles with 150,001-175,000 Miles	<input type="checkbox"/> One Ton	<input type="checkbox"/> Current + 12 Model Years
<input type="checkbox"/> Diesel	<input type="checkbox"/> One Ton/4x4/Diesel/Turbo Combined	<input type="checkbox"/> Current + 13 Model Years

Note: Seals and Gaskets and High-Tech coverage is included as part of the Wynn's Plus Deluxe Coverage if the Vehicle has 100,000 miles or less on the odometer at the date of **Contract** purchase.

CONTRACT OBLIGOR (We, Us or Our): <b>Administrator</b>	
I have agreed to and acknowledge the maintenance schedule, the claim process, the coverage provided, the time and mileage limitations, the exclusions of coverage, the cancellation provisions of this <b>Contract</b> including the "Other Important Contract Provisions/Limitations" exceptions section, and have read and understood said provisions. It is understood that the purchase of this <b>Vehicle Service Contract</b> is <b>NOT</b> a requirement to purchase or obtain financing. I understand that the above information may be subject to verification and that this <b>Application</b> may be rejected if any of the above information is incorrect or if the above <b>Vehicle</b> is not eligible for the term or coverage written as determined by the <b>Administrator</b> in its sole discretion. For residents of the State of Arizona, this <b>Service contract agreement</b> shall be effective from the date of Sale of the agreement and the agreement is additionally subject to all the provisions of Arizona Administrative Code rule number R20-6-407(E)(4).	
<div><div>Signature</div><div><b>Robert A Bates</b></div><div>May 05, 2015 4:16:29 PM CST</div></div>	<div><div>Signature</div><div><b>Russell A Lundy III</b></div><div>May 05, 2015 4:17:33 PM CST</div></div>
CUSTOMER SIGNATURE	AUTHORIZED REPRESENTATIVE OF SELLING DEALER
Purchase Date: <b>03/05/2015</b>	Date: <b>03/05/2015</b>

THIS SERVICE **CONTRACT** IS INSURED FOR ITS LIABILITY UNDER A SERVICE **CONTRACT** REIMBURSEMENT INSURANCE POLICY ISSUED BY **NATIONAL CASUALTY COMPANY**, A MEMBER COMPANY OF THE Nationwide® Insurance group. IF WE DO NOT SETTLE YOUR CLAIM(S), AS **ADMINISTRATOR** WITHIN SIXTY (60) DAYS (THIRTY (30) DAYS IN ARIZONA) OF OUR RECEIPT OF YOUR PROOF OF LOSS, YOU MAY MAKE A CLAIM DIRECTLY AGAINST: **NATIONAL CASUALTY COMPANY**, P.O. BOX 4110, SCOTTSDALE, AZ 85261-4110 (800) 423-7675.

**IMPORTANT:** Before beginning any repair work on **Your Vehicle**, call Wynn's Extended Care, Inc.\* at 1-800-901-6182

Not required to mail or fax this copy to Credit Acceptance

The **Selling Dealer** agrees that all sums paid by **You** under the terms of this **Contract**, excluding a commission earned by the **Selling Dealer** and an administrative fee earned by **Us**, shall be submitted on **Your** behalf to **NATIONAL CASUALTY COMPANY** for the purpose of insuring the payment of **Your** claims under this **Contract**. Protection under this **Contract** is the primary responsibility of **NATIONAL CASUALTY COMPANY**. The **Selling Dealer** agrees that it has no authority to control the use of or withdraw such sums, or any portion thereof.

remanufactured or used parts as determined by the Administrator. The use of non-original manufacturer's parts is permitted.

Administrator reserves the right to inspect any **Vehicle** prior to authorization of a claim.

We agree that in return for an administrative fee paid by **You**, this **Contract** will be administered on **Your** behalf. Please refer to the "**Your Obligations**" section of this **Contract**.

#### DEFINITIONS

- "**Administrator**" means Wynn's Extended Care, Inc.
- "**Application**" means this **Application** for a **Contract**.
- "**Breakdown**" means the total failure of any **Covered Part** perform its function due solely to defect in workmanship or material.
- "**Contract**" means this **Application** once it is accepted by **Administrator** (if at all).
- "**Contract Price**" means the price of this **Contract** as specified on the first page of this **Contract**.
- "**Contract Obligor**" means the **Administrator**.
- "**Covered Breakdown**" means a **Breakdown** that is covered by this **Contract**, as specified in the "**Our Obligations**" section below.
- "**Covered Part**" means an item listed as a **Covered Part** in the "**Covered Parts**" section below.
- "**Covered Repair**" means a repair to a **Covered Part** approved by the **Administrator**.
- "**Deductible**" means the **Deductible**, if any, shown on the first page of this **Contract**.
- "**Installment Contract**" means the agreement **You** sign with the **Selling Dealer** whereby **You** agree to buy the **Vehicle** on credit.
- "**Lienholder**" means the entity to whom the **Selling Dealer** assigns an **Installment Contract** as identified on the first page of this **Contract**.
- "**Limits of Liability**" has the meaning given to such term in the "**Other Important Contract Provisions/Limitations — Limits Of Our Liability**" section below.
- "**Lubricated Part**" means a part that requires lubrication to perform its function.
- "**Selling Dealer**" means the automobile dealer identified on the first page of this **Contract**.
- "**Vehicle**" means the **Vehicle** covered by this **Contract**, as identified on the first page of this **Contract**.
- "**Vehicle Manufacturer**" means the manufacturer of the **Vehicle**.
- "**We**," "**Us**" and "**Our**" refers to Wynn's Extended Care, Inc.
- "**You**," "**Your**," "**Yours**" and "**I**" refer to the customer identified on the first page of this **Contract**.

#### YOUR OBLIGATIONS

1. In order for this **Contract** to remain in force, **You** must:
  - Change the oil and oil filter in the **Vehicle** at least every six (6) months or 5,000 miles, whichever comes first, or at the intervals specified by the **Vehicle Manufacturer**;
  - Replace the timing belt in the **Vehicle** at the intervals specified by the **Vehicle Manufacturer**;
  - Perform all other maintenance and servicing of the **Vehicle** as recommended by the **Vehicle Manufacturer**; and
2. In order for a claim payment to be made under this **Contract**:
  - You must have **Your** repair facility obtain an authorization number from the **Administrator** prior to beginning any repair to a **Covered Part**;
  - You must pay the **Deductible** (if any) for all **Covered Repairs** performed in a single visit to a repair facility; and
  - You are responsible for authorizing and paying for any teardown or diagnostic time needed to determine if **Your** **Vehicle** has a **Covered Breakdown**. If the **Administrator** determines that there is a **Covered Breakdown**, then **We** will pay for the reasonable cost of the teardown and diagnostic time as part of the **Covered Repair**;
  - You must send all repair documentation requested by the **Administrator** to the following address:

WYNN'S EXTENDED CARE, INC. \* - 6303 Blue Lagoon Dr., Suite 225, Miami, FL 33126

To make a claim, call the **Administrator** toll-free at (800) 901-6182. From Hawaii, call (714) 988-1900. Claims Department hours are Monday through Friday, 5 a.m. to 4 p.m., Pacific Time. CLAIMS MUST BE SUBMITTED WITHIN 180 DAYS FROM AUTHORIZATION TO QUALIFY FOR REIMBURSEMENT.

#### OUR OBLIGATIONS

1. **Covered Breakdowns (Deductible Applies)**. If a **Covered Part** has a **Breakdown** during the term of this **Contract**, **We** will pay **You** or the repair facility, less the **Deductible** (if any), up to the **Limits of Liability**, for the repair or replacement, as the **Administrator** deems appropriate, of the **Covered Part(s)** that caused the **Breakdown**, but only if:
  - You have met **Your** obligations as described in this **Contract**; and
  - The **Breakdown** is not one of the excluded **Breakdowns** listed under the heading "**Exclusions—What This Contract Does Not Cover**" below.

This **Contract** refers to a **Breakdown** that is covered as a **Covered Breakdown**.

Replacement parts can be of like kind and quality. They may include new,

#### 2. Additional Benefits (No Deductible)

- **Rental Car**. We will reimburse **You** for a rental car at a rate of up to \$30.00 for every eight (8) hours of labor time required to complete a **Covered Repair**, up to a maximum of \$150.00 per **Covered Breakdown**. If there is a verifiable delay in obtaining a part needed to complete a **Covered Repair**, **We** will reimburse **You** for a rental car for up to an additional two (2) days. Labor time required is determined from the national repair manual in use by the repair facility. **You** must provide the **Administrator** with a valid receipt from a licensed rental agency to obtain reimbursement for a rental car.
- **Towing**. We will reimburse **You** for towing if the **Vehicle** is disabled due to a **Covered Breakdown**, up to a maximum of \$50 per occurrence. **You** must provide the **Administrator** with a valid receipt to obtain reimbursement for towing.

#### COVERED PARTS

Subject to the terms and conditions of this **Contract**, **We** will pay or reimburse **You** for the reasonable costs to repair or replace any or all of the following listed **Covered Parts** (for the coverage specified below that **You** have purchased) that fail as the result of a **Covered Breakdown**, subject to the exclusions listed in the "**Exclusions—What This Contract Does Not Cover**" section below. For convenience, the **Covered Parts** are listed next to the vehicle systems to which they relate. The **Vehicle** systems listed are not **Covered Parts**.

#### Wynn's Plus Deluxe Coverage

1. **Engine** -- All internal **Lubricated Parts**, cylinder block, cylinder head(s), harmonic balancer, turbocharger, supercharger, timing gear, chain and bolt, (diesel injectors and injection pump are covered if selected on first page of **Contract** and surcharge is paid at the time of sale).
2. **Transmission** -- Transmission case and all internal **Lubricated Parts**, torque converter and vacuum modulator.
3. **Drive Axle(s)** -- Drive axle housing and all internal **Lubricated Parts**, drive shafts, universal joints, and constant velocity joint (unless failure was caused by neglected, torn, cracked or perforated constant velocity joint boot).
4. **Transfer Case** -- Transfer case and all internal **Lubricated Parts**.
5. **Steering** -- Steering gear box or rack and all internal **Lubricated Parts**, power steering pump, steering column shaft, steering column shaft couplings, tie rod ends, draglink, pitman arm and idler arm.
6. **Electrical** -- Alternator, voltage regulator, starter motor and starter solenoid.
7. **Engine** -- Head gasket, timing cover, timing belt, intake and exhaust manifolds, valve covers, oil pan and engine mounts.
8. **Transmission** -- Flex plate and transmission mounts.
9. **Air Conditioner** -- Condenser, compressor, compressor clutch, pulley, evaporator and blower motor, only if the air conditioner is factory or dealer installed equipment.
10. **Electrical** -- Ignition module, ignition coil, pole pieces and windshield wiper motors.
11. **Suspension** -- Control arms, control arm shafts, bearings and bushings, radius arm, radius arm bushing, stabilizer bar, stabilizer link, stabilizer bushing, spindle, wheel bearings, and torsion bars.
12. **Cooling** -- Water pump, engine cooling fan, motor, radiator, radiator fan and fan clutch.
13. **Fuel** -- Fuel delivery pump, fuel injectors and fuel pump.
14. **Brake** -- Standard and ABS brake system master cylinder, ABS accumulator, ABS control module, ABS pump, ABS motor, ABS reservoir and ABS wheel speed sensors, power brake cylinder, vacuum assist booster, vacuum brake booster pump, compensating valve, disc brake calipers, wheel cylinders, hydraulic lines and hydraulic line fittings.
15. **Seals and Gaskets** -- Leaking Seals and Gaskets on any **Covered Part** listed above, provided that the Used **Vehicle** has 100,000 odometer miles or less on the date of **Contract Purchase**. Minor loss of fluid or seepage is considered normal and is not considered a **Covered Breakdown**.
16. **High-Tech** -- (Coverage is included on **Vehicles** with 100,000 odometer miles or less on the date of **Contract Purchase**.) Power seat motor, power antenna motor, power window motors, power door lock actuator, fuel pressure regulator, sunroof motor, convertible top motor, driver information gauge indicators relating to the operation of the **Vehicle** (burned out lights/lamps are not covered), control dash power supply, and cruise control module and servo/transducer, fuel sending unit, fuel gauge, metal fuel delivery lines, idle speed motor, manifold pressure, manifold temperature, throttle position mass air flow, oxygen, coolant temperature, vehicle speed, camshaft, and crankshaft angle sensors, BCM, E.C.M., primary fuel injection computer, and temperature control programmer.

**Covered Parts** include fluids when required as part of the repair or replacement of another **Covered Part**.

#### EXCLUSIONS — WHAT THIS CONTRACT DOES NOT COVER

- A. This **Contract** provides no benefits or coverage and **We** have no obligation under this **Contract** for:
  1. A **Breakdown** caused by lack of customary, proper or **Vehicle Manufacturer's** specified maintenance.
  2. A **Breakdown** caused by contamination of or lack of proper fuels, fluids, coolants or lubricants, including a **Breakdown** caused by a failure to replace seals or gaskets in a timely manner.
  3. A **Breakdown** caused by towing a trailer, another vehicle or any other object unless **Your** **Vehicle** is equipped for this use as recommended by the **Vehicle Manufacturer**.
  4. Repair of any parts in connection with a **Covered Repair** when those parts are not necessary for the completion of the **Covered Repair** or were not damaged by the failure of a **Covered Part**. Such repair or replacement is an improvement to **Your**

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- Vehicle and is not covered by this Contract.
- Pre-existing damage or a Breakdown that occurred before Your purchase of this Contract, either of which would have been obvious and apparent if that component was inspected at time of purchase.
  - A Breakdown caused by or involving modifications or additions to Your Vehicle unless those modifications or additions were performed or recommended by the Vehicle Manufacturer.
  - A Breakdown caused by off-roading, misuse, abuse, racing or any form of competition.
  - Any cost covered by a repair facility's or part supplier's guarantee, or any cost which would normally be covered by a Vehicle Manufacturer's warranty or a dealer warranty required under state law, whether or not such warranty is in force respecting Your Vehicle.
  - Costs or other damages caused by the failure of a part listed in this Contract as an excluded part.
  - Damage to the Vehicle caused by continued Vehicle operation after the Breakdown of a Covered Part.
  - Any liability, cost or damages You incur or may incur to any third parties, other than for Covered Parts.
  - A Breakdown caused by overheating, rust or corrosion.
  - A Breakdown caused by collision, fire, electrical fire or meltdown, theft, freezing, vandalism, riot, explosion, lightning, earthquake, windstorm, hail, water, flood, acts of public enemy or any government authority, or for any hazard insurable under standard physical damage insurance policies whether or not such insurance is in force respecting Your Vehicle.
  - A Breakdown not occurring in the United States or Canada.
  - Loss of use, loss of time, lost profits or savings, inconvenience, commercial loss, or other incidental or consequential damages or loss that results from a Breakdown.
  - Liability for damage to property, or for injury to or death of any person arising out of the operation, maintenance or use of Your Vehicle whether or not related to a Breakdown.
  - Any cost or other benefit for which the Vehicle Manufacturer has announced its responsibility through any means including public recalls or factory service bulletins.
  - Any part not covered or excluded by the original Vehicle Manufacturer's warranty.
  - Loss of compression through gradual failure of rings and valves.
  - A gradual reduction in performance capability due to day-to-day routine operation.
  - The maintenance services and parts described in paragraph 1 under "Your Obligations" or in the Vehicle Manufacturer's maintenance schedule for Your Vehicle.
  - Other normal maintenance services and parts, including, without limitation, engine tune-up, spark plugs, ignition wires, distributor cap and rotor, carburetor, EGR valve, batteries, filters, lubricants or fluids, air conditioning refrigerant or engine coolant (except when such lubricants, fluids, refrigerant or coolant must be replaced

- as part of the repair or replacement of a Covered Part), all hoses and belts that are not specifically listed under "Covered Parts," wiper blades, brake pads and shoes, brake rotors and drums, suspension alignment, tires, wheel balancing, shock absorbers, exhaust system, friction clutch disc and pressure plate, and clutch throw out bearing.
- Glass, glass framework and fastening adhesives, sealed beam headlamps, light bulbs, lenses, trim, moldings, bright metal, upholstery and carpeting, paint, sheet metal, body panels, structural framework and structural welds.
  - Aftermarket accessories or non-original equipment, components and systems not installed by the Vehicle Manufacturer, including, without limitation, anti-theft systems, radio/speaker equipment, telephones, cruise control and sunroof.
  - GPS navigation systems and TV/Video/Entertainment Systems.
  - Damage to a Covered Part caused by a part that is not a Covered Part.
  - Repairs performed without Our prior authorization.

B. In addition, this Contract provides no benefits or coverage and We have no obligation under this Contract if:

- The Vehicle odometer fails, or for any reason does not record the actual mileage of Your Vehicle after purchase date, and You do not have it repaired and the mileage certified within thirty (30) days of failure date.
- Your Vehicle is used for business, deliveries, construction or commercial hauling, or as a postal vehicle, taxi, police car or other emergency vehicle.
- You rent Your Vehicle to someone else.
- Your Vehicle is equipped with a snowplow or used to plow snow.
- You are using or have used Your Vehicle in a manner that is not recommended by the Vehicle Manufacturer.
- Your Vehicle is modified from the Vehicle Manufacturer's original specifications.
- Your Vehicle is equipped to use fuel other than gasoline or diesel.

#### HOW COVERAGE MAY BE TRANSFERRED

If You sell Your Vehicle, You may transfer this Contract to the new owner, but only if:

- You are the first holder of this Contract;
- Your Vehicle is sold to a private party;
- The Administrator receives from You the completed Transfer Request Form (see below) within thirty (30) days after the date You sell Your Vehicle;
- You pay the Administrator a \$50.00 transfer fee; and
- You provide the Administrator with copies of all Vehicle maintenance and service receipts required by this Contract (see "Your Obligations" section above).

The transfer will be effective when You receive a transfer confirmation letter from the Administrator. If the purchase of Your Vehicle was financed and Your Vehicle is a total loss or is repossessed, Your rights and obligations under this Contract immediately and automatically transfer to the Lienholder.

#### TRANSFER REQUEST FORM

Administrator:

I am transferring this Contract in accordance with the provisions stated in this Contract. I am enclosing a \$50.00 check or money order payable to Wynn's Extended Care, Inc.\* I have provided to the new owner copies of all receipts for the maintenance and servicing of the Vehicle as required by this Contract.

Name of New Owner \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Date of Transfer \_\_\_\_\_ Odometer Mileage on Date of Transfer \_\_\_\_\_

Signature of New Owner \_\_\_\_\_ Date \_\_\_\_\_

Signature of Vehicle Seller \_\_\_\_\_ Date \_\_\_\_\_

#### TRANSFER APPLICATION

To transfer this Contract, complete the Transfer Request Form and mail it with a photocopy of the front of this Contract to the Administrator at the following address:

WYNN'S EXTENDED CARE, INC.\* - 6303 Blue Lagoon Dr., Suite 225, Miami, FL 33126

#### CANCELLATION OF THIS CONTRACT

##### By You

You may cancel this Contract by contacting the Administrator or Lienholder.

##### By Us

We reserve the right to cancel this Contract and will not pay for a Covered Breakdown if:

- The Vehicle odometer fails, or for any reason does not record the actual mileage of Your Vehicle after purchase date, and You do not have it repaired and the mileage certified within thirty (30) days of failure date.
- Your Vehicle is used for business, deliveries, construction or commercial hauling, or as a postal

vehicle, taxi, police car or other emergency vehicle.

- You rent Your Vehicle to someone else.
- Your Vehicle is equipped with a snowplow or used to plow snow.
- You are using or have used Your Vehicle in a manner that is not recommended by the Vehicle Manufacturer.
- Your Vehicle is modified from the Vehicle Manufacturer's original specifications.

##### By the Lienholder

You understand and acknowledge that the Lienholder (if any) has the right to cancel this Contract if the Vehicle is repossessed or destroyed or You are otherwise in default of Your obligations to repay the amount financed by the Lienholder.

##### Refunds and Charges

You will be entitled to a full refund of the Contract Price if You provide a written notice of cancellation to the Administrator or Lienholder within the first thirty (30) days after the Contract purchase date, and if You have not filed a claim under this Contract. If You provide a written notice of cancellation to the Administrator or Lienholder after the first thirty (30) days after the Contract purchase date, or if We or the Lienholder cancels this Contract at any time, You will

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be entitled to a prorated refund of the **Contract Price** (less a \$50.00 cancellation fee) based on the greater of the number of days the **Contract** was in force or the miles driven compared to the total time or **Vehicle** mileage specified on the first page of this **Contract** under "Coverage Term." Your cancellation notice must be accompanied by a copy of an odometer disclosure statement or equivalent document verifying the current mileage of the **Vehicle**. The term of this **Contract** for cancellation purposes will be based on the date You purchased Your **Contract** and the **Vehicle** mileage on the date purchased. If the **Contract Price** was financed, any and all refunds will be paid to the **Lienholder**. If the **Contract Price** was not financed, any and all refunds will be paid to You by the **Selling Dealer**.

#### OTHER IMPORTANT CONTRACT PROVISIONS/LIMITATIONS

##### Limits of Our Liability

The **Limit of Our Liability** for any **Covered Breakdown** or series of **Covered Breakdowns** related in time or cause shall not exceed the actual cash value of Your **Vehicle** at the time of **Covered Breakdown** as determined by the **Administrator** in its sole discretion in accordance with the then current National Auto Dealers Association Appraisal Guide Trade-in Price. The **Limit of Our Liability** for all **Covered Breakdowns** occurring during the term of this **Contract** is the amount of the **Vehicle** purchase price. These limits are referred to in this **Contract** as "Limits of Liability."

##### Our Rights Against Others

If You receive any benefits under this **Contract**, We will be entitled to all Your rights of recovery against any manufacturer, repairer or other party who may be responsible to You for the costs covered by this **Contract** or for any other payment made by Us. If We ask, You agree to help Us enforce these rights. You also agree to cooperate and help Us in any other matter concerning this **Contract**.

##### Entire Agreement

This **Contract** contains the entire agreement between You and Us and supersedes any and all prior and contemporaneous agreements (both written and verbal) between You and Us concerning the subject matter of this **Contract**. This **Contract** is not valid unless signed by both You and an authorized representative of the **Selling Dealer**.

##### When this Contract will End

This **Contract** will terminate when:

- Your **Vehicle** reaches the time or mileage limitation specified on the first page of this **Contract**;
- You sell Your **Vehicle** unless this **Contract** is properly transferred as provided in the section of this **Contract** entitled "How Coverage May Be Transferred," or
- This **Contract** is cancelled as outlined in the "Cancellation Of This Contract" section above.

##### Arbitration

Any dispute arising out of or relating to this **Contract** shall be settled by final and binding arbitration.

- **Governing Law and Venue.** The arbitration shall be conducted before a panel of three arbitrators. Any judgment and/or award that the arbitrators render may be entered and enforced by any court of competent jurisdiction. The arbitration shall take place in Orange County, California, unless the parties agree otherwise. The parties consent to personal jurisdiction before any court located in the state in which the arbitration is held.
- **Costs.** Each party shall pay the fees of its own attorneys, the expenses of its witnesses, and all other expenses connected with the presentation of its case. The parties shall share equally the cost of arbitration and the fees charged by the arbitrators.
- **Discovery.** Each party shall be limited to the following pre-arbitration discovery: two (2) depositions; thirty (30) interrogatories, each consisting of no more than three parts; twenty (20) requests for production of documents, each consisting of no more than three parts; and twenty (20) requests for admission. Additional discovery shall be permitted at the discretion of the arbitrators.
- **No Punitive Damages or Interest.** The arbitrators shall not have authority to award punitive damages or interest, including pre-award interest, in any arbitration proceedings hereunder.
- In the event a dispute is brought between the **Lienholder** and the **Vehicle** owner, and the **Administrator** is made a party to that arbitration, then in that event the arbitration provision contained in the Sales Finance Agreement shall govern.

##### State Law Disclosures

Some of the states in which We are selling **Vehicle Service Contracts** require that We make certain additional disclosures to You or require that some of the terms and conditions of this **Contract** be different from the standard terms and conditions specified above. These additional disclosures and different terms and conditions are set forth below. They apply to You if You purchased this **Contract** in one of the states specified below:

##### Alabama

The paragraph under "Cancellation Of This Contract—Refunds And Charges" is replaced in its entirety with the following:

"You will be entitled to a full refund of the **Contract Price** if You provide a written notice of cancellation to the **Administrator** or **Lienholder** within the first thirty (30) days after the **Contract** purchase date, and if You have not filed a claim under this **Contract**. If You provide a written notice of cancellation to the **Administrator** or **Lienholder** after the first thirty (30) days after the **Contract** purchase date, or if We or the **Lienholder** cancels this **Contract** at any time, You will be entitled to a prorated refund of the **Contract Price** (less a \$25.00 cancellation fee) based on the greater of the number of days the **Contract** was in force or the miles driven compared to the total time or **Vehicle** mileage specified on the first page of this **Contract** under "Coverage Term." Your cancellation notice must be accompanied by a copy of an odometer disclosure statement or equivalent document verifying the current mileage of the **Vehicle**. The term of this **Contract** for cancellation purposes will be based on the date You purchased Your **Contract** and

the **Vehicle** mileage on the date purchased. If the **Contract Price** was financed, any and all refunds will be paid to the **Lienholder**. A ten percent (10%) penalty per month will be added to any refund that is not paid or credited within forty-five (45) days after the **Administrator** or **Lienholder** receives Your request for cancellation. If the **Contract Price** was not financed, any and all refunds will be paid to You by the **Selling Dealer**."

##### Arizona

1. Under the section entitled "Definitions," "Contract" is amended to include: This **Vehicle Service Contract** agreement is effective on the date of sale by the **Selling Dealer** and any cancellation of the **Contract** or the **Contract's** coverage(s) are subject to all the provisions stated by the Arizona Administrative Code ("A.A.C.") rule number R20-6-407(E)(4).
2. In the "Arbitration" section under "Other Important Contract Provisions/Limitations" the second sentence under the first bullet point "Governing Law and Venue" is amended to read: "The arbitration shall take place in Arizona."
3. The following is added to the "Arbitration" section under "Other Important Contract Provisions/Limitations": "Arbitration does not prevent You from Your rights to file a complaint with the Arizona Department of Insurance (A.D.O.I.) for any remedy, including those subject to the provisions stated by A.R.S. §§ 20-1095.04 and 20-1095.09. You may contact the A.D.O.I. at 1-800-325-2548. The A.D.O.I. address is 2910 N. 44th St., Suite 210, Phoenix, AZ 85018-7256. Attention: Consumer Affairs Division."
4. Item A.2 under "Exclusions — What This Contract Does Not Cover" is amended to read: A.2 A **Breakdown** caused by contamination of or lack of proper fuels, coolants or lubricants, including a **Breakdown** caused by a failure to replace seals or gaskets in a timely manner after You purchased the **Vehicle** from the **Selling Dealer**.
5. Item A.5 under "Exclusions — What This Contract Does Not Cover" is deleted in its entirety.
6. Item A.6 under "Exclusions — What This Contract Does Not Cover" is amended to read: A.6 A **Breakdown** caused by or involving modification or additions to Your **Vehicle** by You or with Your knowledge unless those modifications or additions were performed or recommended by the **Vehicle Manufacturer**.
7. Item A.7 under "Exclusions — What This Contract Does Not Cover" is amended to read: A.7 A **Breakdown** caused by off-roading, misuse, abuse, racing or any form of competition after You purchased the **Vehicle** from the **Selling Dealer**.
8. Item B.6 under "Exclusions — What This Contract Does Not Cover" is amended to read: B.6 Your **Vehicle** is modified from the **Vehicle Manufacturer's** original specifications by You or with Your knowledge.
9. The section entitled "Cancellation Of This Contract—By Us," the last bullet is amended to read: Your **Vehicle** is modified by You or with Your knowledge from the **Vehicle Manufacturer's** original specifications.
10. The section entitled "Cancellation Of This Contract—Refunds And Charges" is amended to include the following: No claim incurred or paid shall be deducted from the amount to be refunded. State Law and Administrative Code supercede any other provisions herein. We are primarily responsible for providing any refund to You to which You may be entitled under this **Contract**.

##### Arkansas

1. The following sentence is added at the top of the first page of this **Contract**: "Purchase of this **Contract** is not required in order to purchase or obtain financing for a motor vehicle."
2. The paragraph under the Customer Signature section on the first page of this **Contract** is replaced with the following paragraph: "THIS SERVICE CONTRACT IS INSURED FOR ITS LIABILITY UNDER A SERVICE CONTRACT REIMBURSEMENT INSURANCE POLICY ISSUED BY NATIONAL CASUALTY COMPANY, A MEMBER COMPANY OF THE NATIONAL FIRE INSURANCE GROUP. IF WE DO NOT SETTLE YOUR CLAIM(S), AS ADMINISTRATOR WITHIN SIXTY (60) DAYS OF OUR RECEIPT OF YOUR PROOF OF LOSS, YOU MAY MAKE A CLAIM DIRECTLY AGAINST: NATIONAL CASUALTY COMPANY, P.O. BOX 4110, SCOTTSDALE, AZ 85261-4110. THE TOLL-FREE TELEPHONE NUMBER FOR NATIONAL CASUALTY COMPANY IS (800) 423-7675."
3. The section entitled "Arbitration" is deleted.

##### California

Performance to You under this **Contract** is guaranteed by a California approved insurance company. You may file a claim with this insurance company if any promise made in the **Contract** has been denied or has not been honored within 60 days from the date proof of loss was filed. The name and address of the insurance company is **NATIONAL CASUALTY COMPANY**, P.O. Box 4110, Scottsdale, AZ 85261-4110 (800) 423-7675. If You are not satisfied with the insurance company's response, You may contact the California Department of Insurance at (800) 927-4357.

The **Contract Obligor** is Wynn's Extended Care, Inc., 6303 Blue Lagoon Dr., Suite 225, Miami, FL 33126, (800) 901-6182. Our California **Vehicle Service Contract** Provider License number is 0C32110.

The "Arbitration" section under "Other Important Contract Provisions/Limitations" is amended to include: You may first file a complaint with the Insurer and the California Department of Insurance. If Your complaint is not settled, then Arbitration will apply.

**Refunds and Charges** under the "Cancellation Of This Contract" section is amended to read:

You will be entitled to a full refund of the **Contract Price** if You provide a written notice of cancellation to the **Administrator** or **Lienholder** within the first sixty (60) days after the **Contract** purchase date for New **Vehicles** and thirty (30) days for a Used **Vehicle**, and if You have not filed a claim under this **Contract**. If You provide a written notice of cancellation to the **Administrator** or **Lienholder** after the first sixty (60) days after the **Contract** purchase date, or if We or the **Lienholder** cancels this **Contract** at any time, You will be entitled to a prorated refund of the **Contract Price** (less a \$25.00 cancellation fee) based on the greater of the number of days the **Contract** was in force or the miles driven compared to the total time or **Vehicle** mileage specified on the first page of this **Contract** under "Coverage Term." Your cancellation notice must be accompanied by a copy of an odometer disclosure statement or equivalent document verifying the current mileage of the **Vehicle**. The term of this **Contract** for cancellation purposes will be based on the date You purchased Your **Contract** and the **Vehicle** mileage on the date purchased. If the **Contract Price** was financed, any

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and all refunds will be paid to the Lienholder. If the Contract Price was not financed, any and all refunds will be paid to You by the Selling Dealer.

#### Connecticut

Connecticut Public Act, 87-393, Laws 1987, requires an automobile dealer to provide a warranty covering certain classes of used motor vehicles as follows:

Used Vehicles with a sale price of \$3,000 but less than \$5,000  
 Provides Coverage for 30 days or 1,500 miles, whichever occurs first.

Used Vehicles with a sale price of \$5,000 or more  
 Provides Coverage for 60 days or 3,000 miles, whichever occurs first.

The Vehicle You have purchased may be covered by this law. If so, the following is added to this Contract: In addition to the dealer warranty required by this law, You have elected to purchase this Contract, which may provide You with additional protection during the dealer warranty period and provides protection after the dealer warranty has expired. You have been charged separately only for this Contract. The required dealer warranty is provided free of charge. Furthermore, the definitions, component coverage and exclusions stated in this Contract apply only to this Contract and are not the terms of the required dealer warranty.

You may pursue arbitration to settle disputes between You and the Administrator. A written complaint containing a description of the dispute, the purchase or lease price of the Vehicle, the cost of the repair of the Vehicle and a copy of Your Agreement may be mailed to: State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attention: Consumer Affairs Division.

If Your Contract expires while Your Vehicle is being repaired due to an approved claim by the Administrator, and your Coverage Term is only for one year, the Contract will remain in effect until Your Vehicle is repaired by the repair facility that initiated the approved claim.

Under the Section entitled "Cancellation Of This Contract", subsection "By You" is amended to read: You may cancel this Contract if the Vehicle is returned, sold, lost, stolen or destroyed, or at any time by contacting the Administrator or Lienholder.

#### Georgia

1. Unless otherwise specified on the first page of this Contract, You paid for this Contract in cash. If You financed the Contract Price, the terms of the financing are contained in a separate agreement entered into between You and the Lienholder.

2. Under "Exclusions — What This Contract Does Not Cover":

a. Item A.5 is amended to read:

"5. Pre-existing damage or a Breakdown known to You that occurred before Your purchase of the Contract, either of which would have been obvious and apparent if that component was inspected at time of purchase."

b. Item A.6 is amended to read:

"6. A Breakdown caused by or involving modifications or additions to Your Vehicle made by or known to You, unless those modifications or additions were performed or recommended by the Vehicle Manufacturer."

c. Item B.6 is amended to read:

"6. Your Vehicle is modified by You or with Your knowledge from the Vehicle Manufacturer's original specifications."

3. The section entitled "Cancellation Of This Contract—Refunds And Charges" is replaced in its entirety with the following: "You will be entitled to a full refund of the Contract Price if You provide a written notice of cancellation to the Administrator or Lienholder within the first thirty (30) days after the Contract purchase date, and if You have not filed a claim under this Contract. If You provide a written notice of cancellation to the Administrator or Lienholder after the first thirty (30) days after the Contract purchase date, or if You or the Lienholder cancels this Contract at any time, You will be entitled to a prorated refund of the Contract Price based on the greater of the number of days the Contract was in force or the miles driven compared to the total time or Vehicle mileage specified on the first page of this Contract under 'Coverage Term.' Your cancellation notice must be accompanied by a copy of an odometer disclosure statement or equivalent document verifying the current mileage of the Vehicle. The term of this Contract for cancellation purposes will be based on the date You purchased Your Vehicle and the Vehicle mileage on the date purchased. If the Contract Price was financed, any and all refunds will be paid to the Lienholder. If the Contract Price was not financed, any and all refunds will be paid to You by the Selling Dealer."

4. The section entitled "Cancellation Of This Contract—By Us" is replaced with the following: "By Us

We reserve the right to cancel this Contract and will not pay for a Covered Breakdown if We discover fraud or material misrepresentation in connection with Your obtaining this Contract or a claim made under this Contract, or (i) the Lienholder advises Us that You have defaulted in Your obligation to repay the amount financed by the Lienholder. In general, if We cancel this Contract, We will mail to You written notice of cancellation at least thirty (30) days before the cancellation date. However, if We cancel this Contract for any reason within the first sixty (60) days after the Contract purchase date, or if We cancel this Contract because You have defaulted in Your obligation to repay the amount financed by the Lienholder, We will mail to You written notice of cancellation at least ten (10) days before the cancellation date."

5. The "Arbitration" section is deleted in its entirety.

6. The Contract Holder may cancel this Contract at any time and receive a pro rata refund of the total Contract Purchase Price based on the greater of days in force or the miles driven compared to the total Contract term. The deduction of claims paid or an assessment of a cancellation fee is not allowed. The Contract Administrator may only cancel the Contract for fraud, material misrepresentation or for nonpayment and issue a pro rata refund of the total Contract price based on the greater of days in force or the miles driven compared to the total Contract term. The notice of cancellation must be in writing and comply with 33-24-44 of the Georgia Code. If a refund is not paid or credited within sixty (60) days after proof of loss is filed, The Contract Holder may file a claim with the insurance company.

#### Hawaii

1. The following paragraph is added to the section entitled "Cancellation Of This Contract—By Us": "If We cancel this Contract, We will mail a written notice to You at Your last known address

contained in our records at least five (5) days prior to cancellation. The notice will state the effective date of cancellation and the reason for cancellation. We will not send You advance notice if the reason for cancellation is nonpayment of the Contract Price, a material misrepresentation by You to Us, or a substantial breach of Your duties under this Contract relating to the Vehicle or its use."

2. The following sentence is inserted after the first sentence under "Cancellation Of This Contract—Refunds And Charges":

"In that case, We will provide You with a refund within 45 days after the Administrator or Lienholder receives Your written notice of cancellation, and if We fail to do so within that time, We will pay You a penalty of 10 percent of the Contract Price for each month that the refund remains unpaid."

#### Idaho

1. The following sentence is added at the top of the first page of this Contract:

"Purchase of this Contract is not required either to purchase or to obtain financing for a motor vehicle."

2. The paragraph under the Customer Signature section on the first page of this Contract is replaced with the following paragraph:

"THIS SERVICE CONTRACT IS INSURED FOR ITS LIABILITY UNDER A SERVICE CONTRACT REIMBURSEMENT INSURANCE POLICY ISSUED BY NATIONAL CASUALTY COMPANY, A MEMBER COMPANY OF THE NATIONWIDE<sup>®</sup> INSURANCE GROUP. IF WE DO NOT SETTLE YOUR CLAIM(S), AS ADMINISTRATOR WITHIN SIXTY (60) DAYS OF OUR RECEIPT OF YOUR PROOF OF LOSS, YOU MAY MAKE A CLAIM DIRECTLY AGAINST: NATIONAL CASUALTY COMPANY, P.O. BOX 4110, SCOTTSDALE, AZ 85261-4110. THE TOLL-FREE TELEPHONE NUMBER FOR NATIONAL CASUALTY COMPANY IS (800) 423-7675."

3. Coverage afforded under this Contract is not guaranteed by the Idaho Insurance Guarantee Association.

4. The following language is added at the end of paragraph 2 under "Your Obligations": "If a Covered Part has a Covered Breakdown at any time outside of Claims Department regular business hours, You may take one of the following steps:

- Wait until regular business hours and then follow the normal claims procedure outlined above; or
- Authorize and pay for any late arrival or diagnostic time needed to determine whether Your Vehicle has a Covered Breakdown. If You reasonably determine that You have a Covered Breakdown and You choose to have Your Vehicle repaired, You are responsible for paying for the repair. You must then call the Administrator during the next available regular business hours so that the Administrator may determine whether there was a Covered Breakdown. If the Administrator determines that there was a Covered Breakdown, then We will pay You in accordance with the terms and conditions of this Contract."

#### Illinois

1. The Contract Obligor (We, Us or Our) on the first page of the Contract is the Administrator (Wynn's Extended Care, Inc.)

2. The section entitled "Cancellation Of This Contract — By You" is replaced with the following: "By You

"You may cancel this Contract by contacting Us or by contacting the Lienholder."

3. The section entitled "Cancellation Of This Contract — Refunds And Charges" is replaced in its entirety with the following:

"You will be entitled to a full refund of the Contract Price if You provide a written notice of cancellation to the Administrator or Lienholder within the first thirty (30) days after the Contract purchase date, and if You have not filed a claim under this Contract. If You provide a written notice of cancellation to the Administrator or Lienholder after the first thirty (30) days after the Contract purchase date, or if You or the Lienholder cancels this Contract at any time, You will be entitled to a prorated refund of the Contract Price based on the greater of the number of days the Contract was in force or the miles driven compared to the total time or Vehicle mileage specified on the first page of this Contract under 'Coverage Term,' less a cancellation fee equal to the lesser of \$50.00 or ten percent (10%) of the amount of the prorated refund. Your cancellation notice must be accompanied by a copy of an odometer disclosure statement or equivalent document verifying the current mileage of the Vehicle."

4. Under "Exclusions — What This Contract Does Not Cover," Item A.20 is replaced with the following: "20. A gradual reduction in operating performance due to normal wear and tear."

#### Indiana

Your proof of payment for this Contract shall be considered proof of payment to the Insurance Company that guarantees Our obligations to You, providing such insurance was in effect at the time You purchased this Contract.

The Section entitled "Arbitration" is amended to read:

Arbitration will be held in the State of Indiana.

#### Iowa

1. Unless otherwise specified on the first page of this Contract, You paid for this Contract in cash. If You financed the Contract Price, the terms of the financing are contained in the Installment Contract entered into between You and the Selling Dealer.

2. For Iowa Residents only: If You have problems or questions about this Contract, You may contact the Commissioner of Insurance of the State of Iowa or the Iowa Securities Bureau at (515) 281-4441. The address is: Iowa Securities Bureau, 340 Maple Street, Des Moines, Iowa 50319-0066.

3. The following is added to the section entitled "Cancellation Of This Contract — Refunds And Charges": "A ten percent (10%) penalty shall be added each month to a refund that is not paid to You within thirty (30) days. The Administrator is primarily responsible for providing any refund to You to which You may be entitled under this Contract."

4. The third paragraph under "Our Obligations — Covered Breakdowns (Deductible Applies)" is replaced in its entirety by the following: "Replacement parts can be of like kind and quality and may include new, remanufactured or used parts as determined by the Administrator, except that: (i) used parts may only be used with Your prior written authorization to do so, and (ii) rebuilt parts may only be used if the parts are rebuilt according to national standards recognized by the insurance division (Commissioner of Insurance of the State of Iowa/Iowa Securities Bureau)."



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Louisiana

- The **Contract Obligor** (We, Us or Our) on the first page of this **Contract** is the **Administrator** (Wynn's Extended Care, Inc.).
- The section entitled "**Cancellation Of This Contract—Refunds And Charges**" is replaced in its entirety with the following:  

"You will be entitled to a full refund of the **Contract Price** if You provide a written notice of cancellation to the **Administrator** or **Lienholder** within the first thirty (30) days after the **Contract** purchase date. If You provide a written notice of cancellation to the **Administrator** or **Lienholder** after the first thirty (30) days after the **Contract** purchase date, or if We or the **Lienholder** cancels this **Contract** at any time, You will be entitled to a prorated refund of the **Contract Price** (less a \$50.00 cancellation fee) based on the greater of the number of months the **Contract** was in force or the miles driven compared to the total time or **Vehicle** mileage specified on the first page of this **Contract** under '**Coverage Term**.' Your cancellation notice must be accompanied by a copy of an odometer disclosure statement or equivalent document verifying the current mileage of the **Vehicle**. The term of this **Contract** for cancellation purposes will be based on the date You purchased Your **Vehicle** and the mileage on the date purchased. If the **Contract Price** was financed, any and all refunds will be paid to You by the **Lienholder**. If the **Contract Price** was not financed, any and all refunds will be paid to You by the **Selling Dealer**."

Maryland

There shall be added to the box labeled "**Coverage Term**" on the front page of this **Contract** the following language:

"Expiration Date \_\_\_\_\_ Expiration Mileage \_\_\_\_\_"

Massachusetts

**NOTICE TO CUSTOMER: PURCHASE OF THIS CONTRACT IS NOT REQUIRED IN ORDER TO REGISTER OR FINANCE A VEHICLE. THE BENEFITS PROVIDED MAY DUPLICATE EXPRESS MANUFACTURER'S OR SELLER'S WARRANTIES THAT COME AUTOMATICALLY WITH EVERY SALE. THE SELLER OF THIS COVERAGE IS REQUIRED TO INFORM YOU OF ANY WARRANTIES AVAILABLE TO YOU WITHOUT THIS CONTRACT.**

Chapter 90, Section 7N1/4 of Massachusetts General Laws requires an automobile dealer to provide a warranty covering certain classes of used motor vehicles as follows:

- Used vehicles with less than 40,000 miles at the time of sale are covered for 90 days or 3,750 miles, whichever comes first.
- Used vehicles with 40,000 miles or more, but less than 80,000 miles, at the time of sale are covered for 60 days or 2,500 miles, whichever comes first.
- Used vehicles with 80,000 miles or more, but less than 125,000 miles, at the time of sale are covered for 30 days or 1,250 miles, whichever comes first.

The **Vehicle** You have purchased may be covered by this law. If so, the following is added to this **Contract**: In addition to the dealer warranty required by this law, You have elected to purchase this **Contract**, which may provide You with additional protection during the dealer warranty period and provides protection after the dealer warranty has expired. You have been charged separately only for this **Contract**. The required dealer warranty is provided free of charge. Furthermore, the definitions, coverages and exclusions stated in this **Contract** apply only to this **Contract** and are not the terms of the required dealer warranty.

Minnesota

- Paragraph 1 under "**Your Obligations**" is replaced with the following: "In order for this **Contract** to remain in force, You must:
  - Change the oil and oil filter in the **Vehicle** at least every six (6) months or 5,000 miles, whichever comes first;
  - Replace the timing belt in the **Vehicle** at least every 90,000 miles; and
  - Keep and make available to the **Administrator** upon request verifiable signed receipts that show that the above required maintenance and servicing was timely performed."
- Under "**Exclusions—What This Contract Does Not Cover**":
  - Item A.1 is replaced with the following: "1. A **Breakdown** caused by lack of customary or proper maintenance."
  - Item A.5 is replaced with the following: "5. Fraud, material misrepresentation or material omission made by You in pursuing a claim under this **Contract**."
  - Item A.17 is replaced with the following: "17. Any cost or other benefit that the **Vehicle Manufacturer** will pay as a result of a public recall or factory service bulletin."
  - Item A.21 is deleted.
  - Item B.5 is deleted.
- The section entitled "**Arbitration**" is deleted.
- As required by Section 325F.662 of the Minnesota Statutes, the **Selling Dealer** is providing to You the coverage listed below at no charge if the **Vehicle** has less than 75,000 miles at the time You purchased the **Vehicle** or if the purchase price of the **Vehicle** is \$3,000 or more (including the trade-in value of any vehicle traded in by You, but excluding tax, license fees, registration fees, and finance charges) or if the **Vehicle** does not fall within any of the other exclusions listed under Subdivision 3 of Section 325F.662 of the Minnesota Statutes. The term of such coverage is based upon the mileage of the **Vehicle** at the time of purchase and is as follows:
  - Used vehicles with less than 36,000 miles are covered for 60 days or 2,500 miles, whichever comes first.
  - Used vehicles with 36,000 miles or more, but less than 75,000 miles, are covered for 30 days or 1,000 miles, whichever comes first.

The following parts are covered by the **Selling Dealer's** limited warranty:

- Engine: All lubricated parts, intake manifolds, engine block, cylinder head, rotary engine housings, and ring gear;
- Transmission: Automatic transmission case, internal parts, and the torque converter; or the manual transmission case and the internal parts;
- Drive Axle: Axle housings and internal parts, axle shafts, drive shafts and output shafts, and universal joints; but excluding the secondary drive axle on vehicles, other than passenger vans, mounted on a truck chassis;

- Brakes: Master cylinder, vacuum assist booster, wheel cylinders, hydraulic lines and fittings, and disc brakes calipers;
- Steering: Steering gear housing and all internal parts, power steering pump, valve body, and piston;
- Water pump; and
- Externally-mounted mechanical fuel pump.

In addition, the following parts are covered if the **Vehicle** has less than 36,000 miles: Steering rack, radiator, alternator, generator, and starter.

The above coverage is excluded from this **Contract** during the applicable warranty period unless the **Selling Dealer** is unable to meet its obligations. Your rights and obligations regarding this coverage are more fully explained in the used vehicle limited warranty document provided to You by the **Selling Dealer**.

Mississippi

- The section entitled "**Arbitration**" is deleted.
- Unless otherwise specified on the first page of this **Contract**, You paid for this **Contract** in cash. If You financed the **Contract Price**, the terms of the financing are contained in the **Installment Contract** entered into between You and the **Selling Dealer**.
- The following language is added at the end of paragraph 2 under "**Your Obligations**": "If a **Covered Part** has a **Covered Breakdown** at any time outside of Claims Department regular business hours, You may take one of the following steps:
  - Wait until regular business hours and then follow the normal claims procedure outlined above; or
  - Authorize and pay for any teardown or diagnostic time needed to determine whether Your **Vehicle** has a **Covered Breakdown**. If You reasonably determine that You have a **Covered Breakdown** and You choose to have Your **Vehicle** repaired, You are responsible for paying for the repair. You must then call the **Administrator** during the next available regular business hours so that the **Administrator** may determine whether there was a **Covered Breakdown**. If the **Administrator** determines that there was a **Covered Breakdown**, then We will pay You in accordance with the terms and conditions of this **Contract**."

Missouri

- The following language is added at the end of paragraph 2 under "**Your Obligations**": "If a **Covered Part** has a **Covered Breakdown** at any time outside of Claims Department regular business hours, You may take one of the following steps:
  - Wait until regular business hours and then follow the normal claims procedure outlined above; or
  - Authorize and pay for any teardown or diagnostic time needed to determine whether Your **Vehicle** has a **Covered Breakdown**. If You reasonably determine that You have a **Covered Breakdown** and You choose to have Your **Vehicle** repaired, You are responsible for paying for the repair. You must then call the **Administrator** during the next available regular business hours so that the **Administrator** may determine whether there was a **Covered Breakdown**. If the **Administrator** determines that there was a **Covered Breakdown**, then We will pay You in accordance with the terms and conditions of this **Contract**."
- The following is added to the section entitled "**Cancellation Of This Contract—By Us**": "If We cancel this **Contract**, We will mail a written notice to You at Your last known address contained in Our records at least fifteen (15) days prior to cancellation."
- The following is added to the section entitled "**Cancellation Of This Contract—Refunds And Charges**": "A ten percent (10%) penalty per month will be added to any refund that is not paid or credited within thirty (30) days after the **Selling Dealer** receives Your request for cancellation."

Montana

The section entitled "**Arbitration**" is deleted.

Nevada

- The following language is added to the section entitled "**Cancellation Of This Contract—By Us**": "Notwithstanding the foregoing, if this **Contract** has been in effect for at least seventy (70) days, We will not be entitled to cancel it before the expiration of the term of this **Contract** or for one (1) year after the effective date of this **Contract**, whichever occurs first, except on any of the following grounds:
  - Failure by You to pay an amount when due;
  - Conviction of You of a crime that results in an increase in the service required under this **Contract**;
  - Discovery of fraud or material misrepresentation by You in obtaining this **Contract**, or in presenting a claim for service under this **Contract**;
  - Discovery of:
    - An act or omission by You; or
    - A violation by You of any condition of this **Contract**, which occurred after the effective date of this **Contract** and which substantially and materially increases the service required under this **Contract**; or
  - A material change in the nature or extent of the required service or repair that occurs after the effective date of this **Contract** and that causes the required service or repair to be substantially and materially increased beyond that contemplated at the time that this **Contract** was issued or sold.

If We cancel this **Contract**, We will mail to You written notice of cancellation (stating the date of and reason for the cancellation) at least fifteen (15) days before the cancellation date."

- The paragraph under "**Cancellation Of This Contract—Refunds And Charges**" is replaced in its entirety with the following: "You will be entitled to a full refund of the **Contract Price** if You provide a written notice of cancellation to the **Administrator** or **Lienholder** within the first thirty (30) days after the **Contract** purchase date, and if You have not filed a claim under this **Contract**. If You provide a written notice of cancellation to the **Administrator** or **Lienholder** after the first thirty (30) days after the **Contract** purchase date, or if We or the **Lienholder** cancels this **Contract** at any time, You will be entitled to a prorated refund of the **Contract Price** (less a \$50.00 cancellation fee, unless We cancel this **Contract**, in which case no fee will be deducted) based on the greater of the number of days the **Contract** was in force or the miles driven compared to the total time or mileage specified on the first page of this **Contract** under

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'Coverage Term.' Your cancellation notice must be accompanied by a copy of an odometer disclosure statement or equivalent document verifying the current mileage of the Vehicle. The term of this Contract for cancellation purposes will be based on the date You purchased Your Contract and the Vehicle mileage on the date purchased. If the Contract Price was financed, any and all refunds will be paid to the Lienholder. If the Contract Price was not financed, any and all refunds will be paid to You by the Selling Dealer. In that case, We will provide You with a refund within 45 days after the Administrator or Lienholder receives Your written notice of cancellation, and if We fail to do so within that time, We will pay You a penalty of ten (10) percent of the Contract Price for each 30-day period or portion thereof that the refund and any accrued penalties remain unpaid."

3. The following language is added to the end of the last sentence of section 1., paragraph 3 under "Our Obligations": "and may include parts that are not made for or by the original manufacturer of the Vehicle."
4. This Contract is not renewable.
5. Wynn's Extended Care, Inc. is the "Provider" obligated to the Holder as defined in NRS 690C.070 and this Contract is backed by a Service Contract Reimbursement Insurance Policy issued by National Casualty Company/Scottsdale Insurance Company.
6. If the holder is a Nevada resident, arbitration will be held in Nevada. If the Contract holder is not a Nevada resident, arbitration will be held in Orange County, California.

#### New Hampshire

In the "Arbitration" section under "Other Important Contract Provisions/Limitations":

The first sentence is revised to read: "Any dispute arising out of or relating to this Contract shall be settled by arbitration, unless the parties agree otherwise."

The second sentence under the first bullet point • Governing Law and Venue is revised to read: "The arbitration shall take place in New Hampshire, unless the parties agree otherwise."

In the event You do not receive satisfaction under the Contract, You may contact the New Hampshire Insurance Department at 21 South Fruit Street, Suite 14, Concord, NH 03301 or phone 1-800-852-3416.

#### New York

1. Unless otherwise specified on the first page of this Contract, You paid for this Contract in cash. If You financed the Contract Price, the terms of the financing are contained in the Installment Contract entered into between You and the Selling Dealer.

2. The paragraph under the Customer Signature section on the first page of this Contract is replaced with the following paragraph:

"THIS SERVICE CONTRACT IS INSURED FOR ITS LIABILITY UNDER A SERVICE CONTRACT REIMBURSEMENT INSURANCE POLICY ISSUED BY NATIONAL CASUALTY COMPANY, A MEMBER COMPANY OF THE NATIONWIDE INSURANCE GROUP. IF WE DO NOT SETTLE YOUR CLAIM(S), AS ADMINISTRATOR WITHIN SIXTY (60) DAYS OF OUR RECEIPT OF YOUR PROOF OF LOSS, YOU MAY MAKE A CLAIM DIRECTLY AGAINST: NATIONAL CASUALTY COMPANY, P.O. BOX 4110, SCOTTSDALE, AZ 85261-4110. THE TOLL-FREE TELEPHONE NUMBER FOR NATIONAL CASUALTY COMPANY IS (800) 423-7675."

3. The section entitled "Cancellation Of This Contract—Refunds And Charges" is replaced in its entirety with the following:

"You will be entitled to a full refund of the Contract Price if You provide a written notice of cancellation to the Administrator or Lienholder within the first thirty (30) days after the Contract purchase date, and if You have not filed a claim under this Contract. If You provide a written notice of cancellation to the Administrator or Lienholder after the first thirty (30) days after the Contract purchase date, and if We or the Lienholder cancels this Contract at any time, You will be entitled to a prorated refund of the Contract Price (less a \$50.00 cancellation fee) based on the greater of the number of days the Contract was in force or the miles driven compared to the total time or Vehicle mileage specified on the first page of this Contract under 'Coverage Term.' Your cancellation notice must be accompanied by a copy of an odometer disclosure statement or equivalent document verifying the current mileage of the Vehicle. The term of this Contract for cancellation purposes will be based on the date You purchased Your Vehicle and the Vehicle mileage on the date purchased. A ten percent (10%) penalty per month will be added to any refund that is not paid within thirty (30) days after the Administrator or Lienholder receives Your request for cancellation. If the Contract Price was financed, any and all refunds will be paid to the Lienholder. If the Contract Price was not financed, any and all refunds will be paid to You by the Selling Dealer."

#### North Carolina

1. There shall be added to the first page of this Contract in the signature box just above the signature line the following:

"THE PURCHASE OF THIS CONTRACT IS NOT REQUIRED EITHER TO PURCHASE OR TO OBTAIN FINANCING FOR A MOTOR VEHICLE."

2. The section entitled "Cancellation Of This Contract—Refunds And Charges" is replaced in its entirety with the following:

"You will be entitled to a full refund of the Contract Price if You provide a written notice of cancellation to the Administrator or Lienholder within the first thirty (30) days after the Contract purchase date, and if You have not filed a claim under this Contract. If You provide a written notice of cancellation to the Administrator or Lienholder after the thirty (30) days after the Contract purchase date, or if We or the Lienholder cancels this Contract at any time, You will be entitled to a prorated refund of the Contract Price (less a cancellation fee equal to the lesser of \$50.00 or ten percent (10%) of the amount of the prorated refund) based on the greater of the number of days the Contract was in force or the miles driven compared to the total time or Vehicle mileage specified on the first page of this Contract under 'Coverage Term.' Your cancellation notice must be accompanied by a copy of an odometer disclosure statement or equivalent document verifying the current mileage of the Vehicle. The term of this Contract for cancellation purposes will be based on the date You purchased Your Vehicle and the Vehicle mileage on the date purchased. If the Contract Price was financed, any and all refunds will be paid to the Lienholder. If the Contract Price was not financed, any and all refunds will be paid to You by the Selling Dealer."

#### Oklahoma

1. Under the "Cancellation Of Purchase" section, IV. "Refunds And Charges" is amended to read:

NATL ACGT 276 (Rev. 08/07)

You will be entitled to a full refund of the Contract Price if You provide a written notice of cancellation to the Administrator or Lienholder within the first thirty (30) days after the Contract purchase date. If You provide a written notice of cancellation to the Administrator or Lienholder after the first thirty (30) days after the Contract purchase date, You will be entitled to a refund of the Contract Price based upon ninety percent (90%) of the unearned pro rata premium. If We or the Lienholder cancels this Contract at any time You will be entitled to a refund of the Contract Price based upon one hundred percent (100%) of the unearned pro rata premium. Your cancellation notice must be accompanied by a copy of an odometer disclosure statement or equivalent document verifying the current mileage of the Vehicle. The term of this Contract for cancellation purposes will be based on the date You purchased Your Vehicle and the Vehicle mileage on the date purchased. If the Contract Price was financed, any and all refunds will be paid to the Lienholder. If the Contract Price was not financed, any and all refunds will be paid to You by the Selling Dealer."

2. The section entitled "Arbitration" is deleted.

3. The following disclosure statement is added to the first page of this Contract:

"THIS SERVICE WARRANTY IS NOT ISSUED BY THE MANUFACTURER OR WHOLESALE COMPANY MARKETING THIS PRODUCT. THIS WARRANTY WILL NOT BE HONORED BY SUCH MANUFACTURER OR WHOLESALE COMPANY."

4. Contract Obligor means Phoenix American Warranty Company, Inc.

5. "Business Use Coverage" is hereby deleted. There is no Business Use Coverage provided on Contracts purchased in Oklahoma.

#### Oregon

The following language is added at the end of paragraph 2 under "Your Obligations":

"If a Covered Part has a Covered Breakdown at any time outside of Claims Department regular business hours, You may take one of the following steps:

- Wait until regular business hours and then follow the normal claims procedure outlined above; or
- Authorize and pay for any teardown or diagnostic time needed to determine whether Your Vehicle has a Covered Breakdown. If You reasonably determine that You have a Covered Breakdown and You choose to have Your Vehicle repaired, You are responsible for paying for the repair. You must then call the Administrator during the next available regular business hours so that the Administrator may determine whether there was a Covered Breakdown. If the Administrator determines that there was a Covered Breakdown, then We will pay You in accordance with the terms and conditions of this Contract."

#### South Carolina

1. Unless otherwise specified on the first page of this Contract, You paid for this Contract in cash. If You financed the Contract Price, the terms of the financing are contained in a separate agreement entered into between You and the Lienholder.
2. Any unresolved complaints or questions about this Contract may be addressed to:

South Carolina Department of Insurance  
 P.O. Box 100105  
 Columbia, SC 29202-3105  
 (803) 737-6134

3. The section entitled "Cancellation Of This Contract — Refunds And Charges" is replaced in its entirety with the following:

"You will be entitled to a full refund of the Contract Price if You provide a written notice of cancellation to the Administrator or Lienholder within the first thirty (30) days after the Contract purchase date, and if You have not filed a claim under this Contract. In that case, We will provide You with a refund within forty-five (45) days after the Administrator or Lienholder receives Your written notice of cancellation and if We fail to do so within that time, We will pay You a penalty of ten percent (10%) of the Contract Price for each month that the refund remains unpaid. If You provide a written notice of cancellation to the Administrator or Lienholder after the first thirty (30) days after the Contract purchase date, or if We or the Lienholder cancels this Contract at any time, You will be entitled to a prorated refund of the Contract Price based on the greater of the number of days the Contract was in force or the miles driven compared to the total time or Vehicle mileage specified on the first page of this Contract under 'Coverage Term.' Your cancellation notice must be accompanied by a copy of an odometer disclosure statement or equivalent document verifying the current mileage of the Vehicle. The term of this Contract for cancellation purposes will be based on the date You purchased Your Contract and the Vehicle mileage on the date purchased. If the Contract Price was financed, any and all refunds will be paid to the Lienholder. If the Contract Price was not financed, any and all refunds will be paid to You by the Selling Dealer."

4. The following paragraph is added to the section entitled "Cancellation Of This Contract — By Us": "If We cancel this Contract, We will mail a written notice to You at Your last known address contained in Our records at least fifteen (15) days prior to cancellation. The notice will state the effective date of cancellation and the reason for cancellation. We will not send You advance notice if the reason for cancellation is nonpayment of the Contract Price, a material misrepresentation by You to Us, or a substantial breach of duties by You relating to the Vehicle or its use."

#### Texas

1. Unless otherwise specified on the first page of this Contract, You paid for this Contract in cash. If You financed the Contract Price, the terms of the financing are contained in the Installment Contract entered into between You and the Selling Dealer.

2. The following paragraph is added to the section entitled "Cancellation Of This Contract—By Us": "If We cancel this Contract, We will mail a written notice to You at Your last known address contained in Our records at least six (6) days prior to cancellation. The notice will state the effective date of cancellation and the reason for cancellation. We will not send You advance notice if the reason for cancellation is nonpayment of the Contract Price, a material misrepresentation by You to Us, or a substantial breach of duties by You relating to the Vehicle or its use."

3. The following sentences are inserted after the first sentence under "Cancellation Of This Contract — Refunds And Charges": "In that case, We will provide You with a refund within forty five (45) days after the Administrator or Lienholder receives Your written notice of cancellation, and if We fail to do so within that time, We will pay You a penalty of ten percent (10%) of the Contract Price for each month that the refund remains unpaid. If the



Not required to mail or fax this copy to Credit Acceptance

refund is not paid before the 46th day after the date You cancelled the Contract, You may apply for reimbursement directly to the insurer."

4. Any unresolved complaints concerning Us or questions concerning the regulation of service Contract providers may be addressed to the Texas Department of Licensing and Regulation at the following address and telephone numbers:

Texas Department of Licensing and Regulation  
 P.O. Box 12157  
 Austin, TX 78711  
 Telephone: (800) 803-9202/(512) 463-6599

#### Utah

1. This Contract shall be paid in full on Contract Purchase Date. You may pay the full amount by check, or You may purchase the Contract via the loan agreement.
2. Coverage afforded under this Contract is not guaranteed by the Property and Casualty Guaranty Association.
3. The paragraph under the customer signature line at the bottom of the first page of this Contract is replaced with the following paragraph:  
 "THIS SERVICE CONTRACT IS INSURED FOR ITS LIABILITY UNDER A SERVICE CONTRACT REIMBURSEMENT INSURANCE POLICY ISSUED BY NATIONAL CASUALTY COMPANY, A MEMBER COMPANY OF THE NATIONWIDE® INSURANCE GROUP. IF WE DO NOT SETTLE YOUR CLAIM(S), AS ADMINISTRATOR WITHIN SIXTY (60) DAYS OF OUR RECEIPT OF YOUR PROOF OF LOSS, YOU MAY MAKE A CLAIM DIRECTLY AGAINST: NATIONAL CASUALTY COMPANY, P.O. BOX 4110, SCOTTSDALE, AZ 85261-4110. THE TOLL-FREE TELEPHONE NUMBER FOR NATIONAL CASUALTY COMPANY IS (800) 423-7675."
4. Under the section "Your Obligations" the last sentence of the last paragraph: "Claims must be submitted within 180 days from Wynn's authorization date to qualify for reimbursement" is deleted in its entirety.
5. If a Covered Part has a covered Breakdown at any time outside of Claims Department regular business hours, You may take on of the following steps:
  - Wait until regular business hours and then follow the normal claims procedure outlined above; or
  - Authorize and pay for any teardown or diagnostic time needed to determine that Your Vehicle has a covered Breakdown. If You reasonably determine that You have a covered Breakdown and You choose to have Your Vehicle repaired, You are responsible for paying for the repair. You must then call the Administrator during regular business hours so that the Administrator may determine whether there was a covered Breakdown. If the Administrator determines that there was a covered Breakdown, then We will pay You in accordance with the terms and conditions of this Contract.
6. The following sentence is added to the section entitled "Cancellation Of This Contract—By Us":  
 "In general, if We cancel this Contract, We will mail to You written notice of cancellation at least thirty (30) days before the cancellation date. However, if We cancel this Contract within the first sixty (60) days after the Contract purchase date or if We cancel this Contract because You have defaulted in Your obligation to repay the amount financed by the Lienholder, We will mail to You written notice of cancellation at least ten (10) days before the cancellation date."
7. Failure to give any notice or file any proof of loss required by this Contract within the time specified in this Contract does not invalidate a claim made by You, if You show that it was not reasonably possible to give the notice or file the proof of loss within the prescribed time and that the notice was given or proof of loss filed as soon as reasonably possible.

#### Vermont

In the "Arbitration" section under "Other Important Contract Provisions/Limitations":  
 The first sentence is revised to read: "Any dispute arising out of or relating to this Contract shall be settled by arbitration, unless the parties agree otherwise."  
 The second sentence under the first bullet point "Governing Law and Venue" is revised to read:  
 "The arbitration shall take place in Vermont, unless the parties agree otherwise."

#### Virginia

The definition of "We," "Us" and "Our" under "Definitions" is replaced with the following:  
 • "We," "Us" and "Our" refers to Wynn's Extended Care, Inc."

#### Wisconsin

1. THIS WARRANTY IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.
2. The following sentences are added to the first bullet point in item 2 under "Your Obligations" and to item A.27 under "Exclusions—What This Contract Does Not Cover":  
 "However, the failure by You to obtain an authorization number from the Administrator prior to beginning a repair will not invalidate or reduce a claim unless We are prejudiced by Your failure to obtain an authorization number. In other words, We will not deny a claim solely because You or Your repair facility failed to obtain an authorization number before beginning a repair."
3. Under the section entitled "Your Obligations", the last sentence of the last paragraph "CLAIMS MUST BE SUBMITTED WITH 180 DAYS FROM AUTHORIZATION TO QUALIFY FOR REIMBURSEMENT" is deleted in its entirety.
4. The first sentence under "Other Important Contract Provisions/Limitations—Our Rights Against Others" is replaced with the following:  
 "If You receive any benefits under this Contract, We will be entitled to all Your rights of recovery against any manufacturer, repairer or other party who may be responsible to You for the costs covered by this Contract or for any other payment made by Us, but only after You have been made whole for Your loss (i.e., You have been fully compensated for Your damages)."
5. Under the section entitled "Other Important Contract Provisions/Limitations", the first paragraph of the subsection entitled "Arbitration" is amended to read: Any dispute arising out of or relating to this Contract can be settled by final and binding arbitration. In order for arbitration to take place, You and We must agree that the matter be arbitrated.

#### Wyoming

1. The paragraph under the Customer Signature section on the first page is amended to read:  
 "THIS SERVICE CONTRACT IS INSURED FOR ITS LIABILITY UNDER A SERVICE CONTRACT REIMBURSEMENT INSURANCE POLICY ISSUED BY NATIONAL CASUALTY COMPANY, A MEMBER COMPANY OF THE Nationwide® Insurance group. IF WE DO NOT SETTLE YOUR CLAIM(S), AS ADMINISTRATOR WITHIN SIXTY DAYS OF OUR RECEIPT OF YOUR PROOF OF LOSS, YOU MAY MAKE A CLAIM DIRECTLY AGAINST: NATIONAL CASUALTY COMPANY, P.O. BOX 4110, SCOTTSDALE, AZ 85261-4110 (800) 423-7675."
2. Unless otherwise specified on the first page of this Contract, You paid for this Contract in cash. If You financed the Contract Price, the terms of the financing are contained in a separate agreement entered into between You and the Lienholder.
3. The following paragraph is added to the section entitled "Cancellation Of This Contract—By Us":  
 "If We cancel this Contract, We will mail a written notice to You at Your last known address contained in Our records at least ten (10) days prior to cancellation. The notice will state the effective date of cancellation and the reason for cancellation. We will not send You advance notice if the reason for cancellation is nonpayment of the Contract Price, a material misrepresentation by You to Us, or a substantial breach of duties by You relating to the Vehicle or its use."
4. The section under "Cancellation Of This Contract—By The Lienholder" is amended to read:  
 "You understand and acknowledge that the Lienholder (if any) has the right to cancel this Contract if the Vehicle is repossessed or destroyed."
5. Under the section "Cancellation Of This Contract—Refunds And Charges" the next to the last sentence is amended to read:  
 "If the Contract Price has been financed, any refund will be made payable jointly to the Lienholder and You except, if Your Vehicle has been repossessed or is a total loss, the refund may be made payable solely to the Lienholder."
6. The section entitled "Arbitration" is deleted.

### WHAT TO DO IF YOU HAVE A BREAKDOWN

1. Take immediate action to prevent further damage to **Your Vehicle**.
2. Take **Your Vehicle**, or if unable to drive, tow it to the nearest licensed repair facility.
3. Before beginning any repair work on **Your Vehicle**, call Wynn's Extended Care, Inc.\* at 1-800-901-6182.